From: jonathan.cole@mindspring.com@inetgw
To: Microsoft ATR
Date: 1/23/02 11:26am

I wish to raise my objections to the Proposed Final Judgement in United States v. Microsoft.

There are many areas that the proposal fails to protect the public and the computer hardware and software industry from the deliberate monopolistic practices of Microsoft. I wish to call the department's attention to http://www.kegel.com/remedy/letter.html for a comprehensive analysis of the Proposed Final Judgement and it's inadequacies. For the sake of brevity, I shall make a statement to the necessity of a fair and open software market.

To achieve a market that offers robust, secure, and innovative computer systems, both for the public at large and private industry, it is imperative that any agreements force Microsoft to cease practices that create artificial barriers for Independent Software Vendors.

Microsoft should be prohibited from placing overly restrictive terms in licenses. For example, such terms should not disallow the distribution of Redistributable Components with applications targeted for Windows-compatible competing operating systems. The Microsoft Platform SDK EULA states,

"Distribution Terms. You may reproduce and distribute ... the Redistributable Components... provided that (a) you distribute the Redistributable Components only in conjunction with and as a part of your Application solely for use with a Microsoft Operating System Product..."

This is an anti-competive practice and limits the public's choices when choosing an operating system to run on computer hardware they have purchased. Unless such restrictions are removed from Microsoft licensing, Microsoft will not find it necessary to compete in the operating system market on criteria of quality. The public will have no real choice, because of limited application software availability, but to continue to purchase Microsoft operating systems which for many years have been known for their instability and general poor quality.

Such licensing terms restrict entry into the market and constitute an anti-competitive, monopolistic practice. It is only because of their monopoly that Microsoft can place such terms in their licenses without limiting the sales of their own products.

Finally, I would alert the Departement of Justice to the inadequacy of the definitions within the Proposed Final Judgement. I am concerned that many of the definitions, eg the definitions of 'API' and 'middle ware', create loopholes in the agreement that will allow Microsoft to avoid even the limited prohibitions.

Best regards,
Jonathan Cole